



Fluor Daniel Fernald Acquisitions

Silos 1 and 2 Proof of Principle Testing

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**Silos 1 and 2 Proof of Principle Testing
Solicitation No. F98P25113**

Posted Feb. 11, 1998

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	Fluor Daniel Fernald Buyer



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PART 1

Offer Section

Solicitation, Offer and Award

1. Contract No.	2. Solicitation No. F98P275113	3. Type of Solicitation Sealed Bid (IFB) X Negotiated (RFP)	4. Date Issued February 11, 1998	5. Page 1 of <u>150</u>

6. Issued By:

Fluor Daniel Fernald (FDF) Acting under the U.S. Department of Energy
P. O. Box 538704 Contract No. DE-AC24-92OR21972
Cincinnati, OH 45253-8704

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

SOLICITATION

7. Sealed offers in original and four (4) copies for furnishing the supplies or services in the Schedule will be received at the place and at the time specified in Section L. CAUTION - LATE Submissions, Modifications, and Withdrawals - See Section L. All offers are subject to all terms and conditions contained in this solicitation.

8. FOR INFORMATION CALL:

A. NAME

William Hensley

B. TELEPHONE NO. (Include area code) (*No collect calls*)

(513)648-4478

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OFFER (Must be fully completed by offeror)

10. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (*180 calendar days unless a different period is inserted by the offeror*) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

11. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
12. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
13. NAME AND ADDRESS OF OFFEROR		14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT)		
15. TELEPHONE NO. (Include area code)	16. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DA

AWARD (To be completed by FDF)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	
21. NAME AND TITLE OF SIGNER	22. SIGNATURE	23. AWARD DATE

SECTION B**SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 Scope of Contract**

Seller shall furnish all personnel, facilities, equipment, material, supplies, and services except as may be expressly set forth in [Section H, Special Requirements](#), of this firm-fixed price contract and otherwise do all things necessary for, or incident to the performance of, providing Proof of Principle Testing as outlined in [Section C, Statement of Work](#), dated February 4, 1998.

B.2 Price

Item No.	Description	Qty.	Unit of Measure	Unit Price	Extended Price
001	Proof of Principle	1	Lump Sum	\$	\$

(End of Section)

SECTION C

STATEMENT OF WORK



To view or print this [Statement of Work .pdf file](#), you **must have** [Adobe's Acrobat® Reader](#). By clicking on the "Get Acrobat Reader" icon at the left (or the hypertext), you can download a free copy of the program from Adobe's Web site. Some .pdf files may be large, so please be patient when downloading. For more information regarding .pdf files, please go to one of the following:

- 1.) [Note to Visitors](#) section of our Web site (provides some suggestions regarding minimum requirements for navigating our Web site;
 - 2.) [Other Acquisitions-Related Links](#), which provides information about .pdf files;
 - 3.) Adobe's Web site, which provides [details about the .pdf format](#).
-

SECTION D

PACKAGING AND MARKING

D.1 Packing

Packaging of materials or reports for mail or commercial transport shall be in compliance with all applicable Federal, state and local laws and regulations, and sound business practices.

D.2 Marking

Each package, report or other deliverable shall be accompanied by a letter or other document which:

- A. Identifies the contract number under which the items are being delivered.
- B. Identifies the deliverable item number or report requirement which requires the delivered item(s).

(End of Section)

SECTION E

INSPECTION AND ACCEPTANCE

E.1 Inspection of Services

Inspection of all services under this contract shall be accomplished by a duly authorized FDF representative in accordance with the FDF General Provision entitled "**Inspection of Services--Fixed-Price.**" All services may be subject to inspection and/or testing by FDF.

E.2 Acceptance of Services

Final acceptance of all services under this contract shall be considered upon the payment of a proper invoice submitted in accordance with the FDF General Provision entitled "**Timely Payment.**"

(End of Section)

SECTION F

DELIVERIES OR PERFORMANCE

F.1 Period of Performance

The period of performance for this contract shall be for a period of forty-two (42) weeks from the date of award.

F.2 Principal Place of Performance

The principal place of performance under this contract shall be the Seller's facility unless otherwise specified by FDF.

(End of Section)

SECTION G

ADMINISTRATION DATA

G.1 Correspondence Procedures

To promote timely and effective administration, correspondence (except for invoices and reports) submitted under this contract shall be subject to the following procedures:

A. Technical Correspondence. Technical correspondence (as used herein, excludes technical

correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms or conditions, of this agreement) shall be addressed to the FDF Technical Representative with copy to the FDF Contract Administrator. The mailing address is as follows:

Fluor Daniel Fernald
P.O. Box 538704
Cincinnati, OH 45253-8704
Attn: TBD
Telephone: TBD

B. Other Correspondence. All correspondence, other than technical correspondence, shall reference the contract number, and be addressed to the FDF Contract Administrator, with information copies of the correspondence to the FDF Technical Representative. The mailing address is as follows:

Fluor Daniel Fernald
P.O. Box 538704
Cincinnati, OH 45253-8704
Attn.: William Hensley, MS 52-3
Telephone: (513)648-4478
Fax: (513)648-3971

G.2 Invoicing Instructions

A. Notwithstanding the FDF General Provision entitled "**Delivery and Payment**," FDF shall pay the Seller upon the submission of a proper invoice, the price stipulated in Section B of this contract for services and/or supplies rendered and accepted, less any deductions provided in this contract. Payment for work performed on this contract will be made on a firm-fixed price basis when the Proof of Principle test is complete and the final report has been submitted to FDF.

B. The invoice shall be sent in triplicate to the following address:

Fluor Daniel Fernald
P.O. Box 538704, Mail Stop #52-3
Cincinnati, OH 45253-8704
Attn.: William Hensley

(End of Section)

SECTION H

SPECIAL REQUIREMENTS

H.1 Contract Administration

The FDF representatives listed in this clause are the only individuals authorized to bind FDF contractually

in performance of the work under this contract:

William Hensley Contract Administrator
Kim Gross Manager, Acquisitions
Edward J. Green Director, Contracts and Asset Management

H.2 Modification Authority

Notwithstanding any of the other clauses of this contract, the individuals identified above (H.1) shall be the only individuals authorized to:

- A. Accept nonconforming work;
 - B. Waive any requirement of this contract;
 - C. Modify any term or condition of this contract; or
 - D. Modify or change the price of this contract.
-

H.3 Notification of Debarment/Suspension Status

The Seller shall provide immediate notice to the FDF Contract Administrator in the event of being suspended, debarred or declared ineligible by either the Department of Energy (DOE) or the General Services Administration (GSA) or upon receipt of a notice of proposed debarment from either agency during performance of this contract.

H.4 Technical Direction

A. Performance of the work under this contract shall be subject to the technical direction of the cognizant FDF Technical Representative. The term "technical direction" is defined to include, without limitation:

1. Directions to the Seller which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the Statement of Work (SOW).
2. Provision of written information to the Seller which assists in the interpretations of drawings, specifications, or technical portions of the work description.
3. Review and, where required by the contract, approve technical reports, drawings, specifications and technical information to be delivered by the Seller to FDF under this contract.

B. Technical direction must be within the SOW stated in this contract. The cognizant FDF Technical Representative does not have the authority to, and shall not, issue any technical directions which:

1. Constitute an assignment of additional work outside the SOW of this contract;
2. Constitute a change as defined in the FDF General Provision entitled "**Changes**";
3. In any manner causes an increase or decrease in the total estimated contract price or the time required for the contract and/or performance;
4. Changes any of the expressed terms, conditions or specifications of this contract;
5. Interferes with the Seller's right to perform the terms and conditions of this contract.

C. All technical direction shall be issued in writing by the cognizant FDF Technical Representative.

D. The Seller shall proceed promptly with the performance of technical directions duly issued by the FDF Technical Representative in the manner prescribed by this article and within the FDF Technical Representative's authority under the provisions of this clause. If, in the opinion of the Seller, any instruction or direction by the FDF Technical Representative falls within one of the categories defined in B.1. through B.5. above, the Seller shall not proceed but shall notify the FDF Contract Administrator in writing within five (5) working days of any such instruction or direction and shall request the FDF Contract Administrator to modify the contract. Upon receiving the written notification from the Seller, the FDF Contract Administrator shall:

1. Advise the Seller in writing within thirty (30) working days after receipt of the Seller's letter that the technical direction is within the scope of this contract and does not constitute a change under the FDF General Provision entitled "**Changes**" of this contract;
2. Advise the Seller in writing within thirty (30) working days after receipt of the Seller's letter not to perform under the direction and to cancel the direction; or
3. Advise the Seller in writing within a reasonable time that FDF will issue a written change order.

E. Failure of the Seller and the FDF Contract Administrator to agree that the technical direction is within the scope of the contract, or failure to agree upon the contract action to be taken with respect thereto shall be subject to the FDF General Provision entitled **Disputes**."

H.5 Assignment of Former FDF Employees for Contract Work

A. this contract arising from work or tasks performed by any former FDF The Seller shall not direct charge any costs to employee who was separated voluntarily from FDF pursuant to the FY 1995 Fernald Environmental Management Project (FEMP) Work Force Restructuring Plan for a period of five years from the effective date of former employees' retirement or voluntary separation.

B. The Seller shall provide written certification of compliance with the provisions of this clause upon request of FDF.

C. If the Seller fails to comply with the provisions of this clause, this contract may be terminated for default in accordance with the FDF General Provision entitled "**Default.**"

D. The Seller shall insert the provisions of this clause, including this paragraph (d) in all contracts hereunder.

H.6 Name Change

As of August 28, 1996, the Fernald Environmental Restoration Management Corporation (FERMCO) changed its name to Fluor Daniel Fernald, Inc. (FDF). All references herein to FERMCO are understood to refer to the same corporation whose name is now FDF. Similarly, any references to FERMCO in correspondence, memoranda or other writings arising under, relating to, or otherwise required by any provision of this contract will be understood to refer to FDF as one and the same corporation.

H.7 Indemnification for Nuclear Safety Violations

A. Applicability. The provisions of this clause shall be applicable if the Seller's product or service is subject to DOE Nuclear Safety Requirements or could have any effect on radiological safety.

B. The Seller assumes full responsibility and shall indemnify, save harmless, and defend FDF, its directors, officers and employees from any civil or criminal liability under Section 234A (42USC§2282a) or 223(c) (42USC§2273(c)) of the Atomic Energy Act of 1954, as amended, or the implementing regulations, arising out of the activities of the Seller, its subcontractors, suppliers, agents, employees, and their officers, or directors. The Seller's obligation to indemnify and hold harmless shall expressly include attorneys fees' and other reasonable costs of defending any action or proceeding instituted under Section 234A or 223(c) or the implementing regulations.

H.8 Radiological Protection Program Compliance

A. Applicability. The provisions of this clause apply to any activity carried out pursuant to this contract by the Seller, its subcontractors, suppliers, and employees that has the potential to result in the exposure of an individual to radiation or radioactive material. The term "individuals" as used in this clause includes, without limitation, general employees, radiological workers, embryo/fetus of a declared pregnant worker, minors, and members of the public. The requirements of this clause do not apply to activities that are regulated through a license by the Nuclear Regulatory Commission or a state under an Agreement with the Nuclear Regulatory Commission (an Agreement State), including activities certified by the Nuclear Regulatory Commission under Section 1701 (42 USC§2297(f)) of the Atomic Energy Act of 1954, as amended. Other specific applicability exclusions are identified in 10 CFR§835.1(b).

B. The Seller shall: (1) comply with all applicable requirements of Title 10, Code of Federal Regulations, Part 835, "Occupational Radiation Protection" (10 CFR Part 835), and FDF's Radiological Protection Program as set forth in FDF's "Implementation Plan and Radiological Protection Program for 10 CFR

Part 835", current edition, as revised from time to time (hereinafter referred to as the "RPP"), and (2) implement, document, and maintain such programs (e.g., administrative controls, procedures, and technical work documents) as necessary to ensure compliance with FDF's RPP. The Seller's programs and associated documents are subject to review at all times by FDF.

C. The Seller shall include the provisions of this clause, including this paragraph (c), in all lower tier subcontracts for any activity that has the potential to result in the exposure of an individual to radiation or radioactive material.

H.9 Quality Assurance (QA) Rule Program Compliance (Oct. 1997)

A. **Applicability.** The provisions of this clause apply to Safe Shutdown Operations (SSO) and Material Handling and Storage (MH&S) activities carried out pursuant to this contract by the Seller, its subcontractors, suppliers, and employees at existing FEMP non-reactor nuclear facility rated as Nuclear Hazard Category (HC) 1, 2, or 3 (documented in accordance with a Safety Analysis Report/Technical Safety Requirement (SAR/TSR) Implementation Plan). The Seller is also required to implement this clause for project-specific nuclear activities (other than the SSO and MH&S activities) which occur in a new facility or activity rated HC 1, 2, or 3 in an approved SAR associated with this contract.

Additionally, the Seller shall apply this clause to any facility or activity if requested by FDF and/or DOE. Non-reactor nuclear facility means those activities or operations that involve radioactive and/or fissionable materials in such form and quantity that a nuclear hazard potentially exists to the employees or the general public (*See* 10 CFR 830.3). The hazard classification and safety assessment documentation associated with this contract shall be reviewed to determine applicability of this clause.

If noncompliance or deficiency occurs in the facility or activity the Seller is working in, and lack of corrective action by the Seller causes violations of Nuclear Safety Requirements in higher hazard nuclear facilities, then the Seller may be subject to enforcement penalties under 10 CFR 820 and/or other provisions of this contract. The requirements of this clause do *not* apply to activities that are regulated through a license by the Nuclear Regulatory Commission (NRC) or a State under an Agreement with the NRC, including activities certified by the NRC under section 1701 of the Atomic Energy Act. Other exceptions are identified in 10 CFR 830.120.

B. The Seller shall: (1) comply with all applicable requirements of Title 10, CFR, Part 830.120, "Quality Assurance Requirements"; FDF's Quality Assurance Program (RM-0012, current edition, as revised from time to time), hereinafter referred to as "QAP"; and FDF's QA Rule Implementation Plan (PL-3029, current edition, as revised from time to time), hereinafter referred to as "QARIP" and (2) implement, document, and maintain such programs (e.g., administrative controls, procedures, and technical work documents) as necessary to ensure compliance with FDF's QAP, QARIP, and the QA requirements section of this contract. In all cases, key criteria from the QAP and QARIP which apply to Seller work under this contract shall include organizational interfaces (Criteria 1, "Program") and reports and deliverables (Criteria 4, "Documents and Records"). The Seller's programs and associated documents are subject to review at all times by FDF.

C. For occasions where reporting to DOE is necessary, the Seller shall report through FDF via the programs identified in paragraph (b) of this clause.

D. The Seller shall include the provisions of this clause, including this paragraph (d), in all lower tier subcontracts for any activity that has the potential to impact the safe operation of a FEMP non-reactor nuclear facility.

H.10 Key Personnel

The personnel specified below are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Seller shall notify the Contract Administrator reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Seller without the written consent of the Contract Administrator. Provided that the Contract Administrator may ratify in writing such diversion, such ratification shall constitute the consent of the Contract Administrator required by this clause. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

Name	Title
TBD	TBD

H.11 Technical/Contract Data and Deliverables

The Sellers eligibility will not be restricted for future awards involving the remediation of Silos 1 and 2; however, FDF shall have unlimited rights to use, duplicate, or disclose technical/contract data and deliverables generated as a result of this contract.

H.12 Environmental Regulations

Performance under this contract must be in compliance with all local, state and federal environmental laws and regulations. Such consideration should not only include relevant laws and regulations currently in effect, but also revisions thereto, public notice of which has been given, which may reasonably be anticipated to be effective during the term of the subcontract.

(End of Section)

[SECTION I](#)

GENERAL PROVISIONS



Fernald Environmental Restoration Management Corporation [General Provisions for firm-fixed price supply/services contracts](#), dated August 1994, GP-FFP/8/94REV 8, are hereby referenced and incorporated into this contract.

SECTION J**LIST OF ATTACHMENTS**

[Attachment 1 -- Fernald Environmental Management Project Approved Laboratory List.](#)



or



[Attachment 2 -- Subcontracting Plan.](#)

Section J -- Attachment 1**Fernald Environmental Management Project Approved Laboratory List**

Lab Name	Service
CompuChem 3306 Chapel Hill/Nelson Pkwy. Research Triangle Park, NC 27709-4998 POC:	Chemical
DataChem Laboratories 960 West Levoy Drive Salt Lake City, UT 84123 801-266-7700 POC: Jim Johnston	Industrial Hygiene Chemical Radiological
Lockheed Martin 975 Kelley Drive Las Vegas, NV 89119-3705 702-361-3955 POC: Mary Ford	Chemical Radiological
General Engineering Laboratory 2040 Savage Road Charleston, SC 29417 803-556-8171 POC: Nancy Slater	Chemical

Recra Environmental, Inc. 208 Welsh Pool Creek Lionville, PA 19341 610-701-6100 POC: Mary Stone	Chemical
Maxim 1908 Innerbelt Business Center St. Louis, MO 63114-5700 314-426-0880 POC: Paul Smith	Chemical Chemical
Pace 5390 McIntyre Street Golden, CO 80403 POC:	Chemical
Quanterra 13715 Rider Trail North Earth City, MO 63045 314-298-8566 POC: Diane Mueller or Robert White	Chemical

Section J -- Attachment 2

SUBCONTRACTING PLAN SUBMITTED IN ACCORDANCE WITH PUBLIC LAW 95-507

1. CONTRACT NO: _____ LENGTH OF CONTRACT: _____
2. CONTRACTOR'S NAME: _____ DOLLAR AMOUNT OF
DIVISION: _____ CONTRACT: _____
3. NAME OF INDIVIDUAL COMPLETING THIS PLAN: _____
TELEPHONE NO: _____
4. SUBCONTRACTING PLAN: (Additional sheets and/or attachments may be used if needed.)

a. Percentage goals (expressed in terms of percentages of total planned subcontracting dollars).

(1) Set forth total planned subcontracting dollars for large and small businesses \$_____.

(2) Set forth as percentages of the above amount, goals for subcontracting with:

(a) Small business concerns (excluding SB/D's) ____% (translated to dollars \$_____).

(b) Small business concerns owned and controlled by socially and economically disadvantaged individuals (SB/D's) ____% (translated to dollars \$_____).

(c) (a) plus (b) (total small business subcontracting goals) ____% (translated to dollars \$_____).

(3) Description of principal product and service areas to be subcontracted:

(a) List and describe briefly principal products:

1.

2.

3.

4. Etc. (as needed)

(b) List and describe briefly principal services:

1. _____	3. _____
_____	_____
_____	_____
_____	_____
_____	_____
2. _____	4. Etc. (as needed) _____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(4) Of the products and services listed in (3) above, describe where it is planned to use

(i) small business subcontractors, and

(ii) small disadvantaged business
subcontractors:

b. The designated individual within the employ of the contractor who will administer the subcontracting program of this contract is:

Name and
Title: _____

Address:

His duties are as follows:

Telephone No: _____

c. Describe the effort that will be taken to assure SB and SB/D concerns owned and controlled by socially and economically disadvantaged will have an equitable opportunity to compete for subcontracts as they pertain to this procurement:

d. Submission of this subcontracting plan constitutes assurance that the contractor will include the clause entitled "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" in all subcontracts which offer further subcontracting opportunities and to require all subcontractors (except small business concerns) which receive subcontracts in excess of \$500,000 or in the case of a contract for the construction of any public facility, \$1,000,000 to adopt and comply with a plan similar to the plan agreed to by the contractor. Describe below the monitoring for compliance with such plan.

e. Submission of this plan also provides further assurance that the contractor will submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance of this plan.

f. I, the undersigned, is designated officer of _____ (Company Name) do herewith assure that this concern will provide a recitation of the types of records the bidder/offeror will maintain to demonstrate procedures which have been adopted to comply with the requirements and goals set forth in this plan, including the establishment of source lists of small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals; and efforts to identify and award subcontracts to such small business concerns. The records shall include at least the following (these records may be maintained on a plant-wide or company-wide basis unless otherwise indicated):

(1) Small and disadvantaged business source list, guides and other data identifying small and small disadvantaged business vendors.

(2) Organizations contacted and disadvantaged business sources.

(3) On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, indicating on each solicitation (a) whether small business was solicited, and if not, why not; (b) whether small disadvantaged business was solicited, and if not, why not; and (c) reasons for the failure of solicited small business or small disadvantaged business to receive the subcontract award.

(4) Records to support other outreach efforts:

- Contacts with minority and small business trade associations.
- Contacts with business development organizations.
- Attendance at small and minority business procurement conferences and trade fairs.

(5) Records to support internal activities to guide and encourage buyers:

- Workshops, seminars, training programs.
- Monitoring activities to evaluate compliance.

(6) On a contract-by-contract basis, records to support award data submitted to the Government to include name and address of subcontractor.

Company

Signature

Title

Date

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS



Attachment I -- FDF [Representations, Certifications and Other Statements of Bidders/Offerors](#), Supply/Services Estimated Greater Than \$25,000, Form No. FS-F-4107, M-52B (Rev. 7/19/95).



Attachment II-- [Organizational Conflicts of Interest](#) - Disclosure or Representation (*All Services RFPs*), Attachment I to FDF Representations, Certifications and Other Statements of Bidders/Offerors.



Attachment III-- Agreement to [Contract Terms and Conditions/General Provisions](#). (1 page)

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS/OFFERORS

L.1 Formal Communications

Formal communications such as Requests for Clarification and/or information concerning this solicitation should be submitted in writing to the address below:

Fluor Daniel Fernald
P.O. Box 538704
Cincinnati, OH 45253-8705
Attn: William Hensley, MS 52-3

L.2 Explanation to Prospective Offerors

Any explanation desired by prospective Offerors regarding the meaning or interpretation of the solicitation, specifications, etc. shall be transmitted in writing. Any information concerning this solicitation or request for clarification will not be provided in response to telephone calls as oral explanations or instructions given to an Offeror prior to the award of the proposed contract will not be binding. FDF will address requests received by facsimile that are sent to the attention of William Hensley at (513) 648-3971. All requests must be confirmed in writing to the above address. **However, because of mailing time, no written or facsimile inquiries will be answered when requests are received within fifteen (15) calendar days of the date for submission of offers as specified in this solicitation.** The format of the questions shall follow the sequential numbering of this solicitation's sections and paragraphs and shall state the major paragraph heading.

L.3 Amendments to Solicitations

If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. Offerors shall acknowledge receipt of any amendments to this solicitation by either (1) signing and returning the amendment, (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, if provided, (3) by letter or telegram, (4) facsimile, or in a proposal transmittal letter. FDF must receive the acknowledgment by the time specified for receipt of offers. FDF reserves the right to update this solicitation by amendment(s) up to the award date.

L.4 Period of Acceptance

In compliance with this FDF Request for Proposal (RFP), the Offeror agrees, if FDF accepts its proposal within 180 calendar days from the date specified in the solicitation for receipt of offers, to furnish any or all items on which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in Section B. **PROPOSALS OFFERING LESS THAN 180 CALENDAR DAYS MAY BE REJECTED.**

L.5 SIC Code and Small Business Size Standard

A. The standard industrial classification (SIC) code for this acquisition is 7389.

B. The small business size standard is \$5 Million in accordance with Federal Acquisition Regulation (FAR) Part 19.

L.6 Small Business and Small Disadvantaged Business Contracting Plan

If the Offeror is other than a small business as defined in Item No. L.5 above, a contracting plan which separately addresses contracting with small and small disadvantaged businesses is required with proposals with proposed price exceeding \$500,000. This plan shall include the elements as defined in the FDF General Provision entitled "**Small Business and Small Disadvantaged Business Contracting Plan.**" This plan will be attached to and made a part of the proposed contract. Failure to submit and negotiate the contracting plan may make the Offeror ineligible for award.

L.7 Preparation of Offers

A. Offerors are expected to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the Offeror's risk.

B. Each Offeror shall furnish the information required by the solicitation. The Offeror shall sign the offer and print or type its name on the schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to FDF.

C. For each item offered, Offerors shall (1) show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price/cost for the quantity of each item offered in the "Quantity" column of the Schedule. In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

D. Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

E. Offerors must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

F. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

L.8 Proposal Format and Contents

A. Proposals shall include all data and information required by this solicitation. Offerors shall submit an original and four (4) copies of the proposal meeting the requirements of this solicitation.

B. Offerors shall provide a full written explanation of all exceptions taken to the specifications or data requirements, if any, by referencing the appropriate paragraph or exhibit line item number, as appropriate. Any exceptions shall be attached to **Section K, Attachment III, Agreement to Contract Terms and Conditions/General Provisions**, and submitted with the Offeror's proposal. If no exceptions are taken, the Offeror shall so state on Attachment III.

C. The requirements of FDF's prime contract may necessitate that an Offeror's proposal be fully supported by cost and pricing data in accordance with Public Law 87-653, "Truth in Negotiations Act." If required, failure to provide cost and pricing information in support of the proposal as set forth herein may be sufficient cause to reject an Offeror's proposal.

D. In the event that any cost data or supporting information described herein is deemed to be proprietary, or otherwise not available to FDF, Offerors shall provide the location of pertinent data available for assist audit by the government.

L.9 Financial Statement

The Offeror shall, upon request, promptly furnish FDF with a current certified statement of the Offeror's financial condition and such data as FDF may request with respect to the Offeror's operations. FDF will use this information to determine the Offeror's financial responsibility and ability to perform under the

contract. Failure of an Offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds.

L.10 Technical/Management Proposal

A. General. The technical proposal should be specific, detailed, and complete to demonstrate clearly which technology the Offeror is proposing, and that the prospective Offeror has a thorough understanding of the requirements. The technical proposal must enable FDF technical personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal meets the requirements of the Statement of Work. No information regarding pricing shall be provided within the technical proposal.

B. Requirements. The technical proposal shall contain, as a minimum, the following items in accordance with **Section C, Statement of Work**. These items are the basis for the technical evaluation criteria that will be used in evaluating the technical proposals. See Section M.3 for a detailed explanation on the basis for award.

1. Pass/Fail Criteria:

A. Safety Record- EMR.

B. Proof of Principle Testing Analytical Support Facility.

C. Proposed Schedule for Proof of Principle Activities.

D. Proposed technology has been performed on a full-scale basis for low-level radiological, mixed low-level or hazardous waste.

2. Technical Evaluation Criteria listed in descending order of importance:

A. Relevant Experience and Performance

The Offeror's experience with the proposed waste stabilization method will be reviewed to determine the extent to which the Offeror's experience is relevant and applicable to treatment of the Silos 1 and 2 residues. The Offeror shall provide the names and phone numbers of past projects.

B. Feasibility of Proof of Principle Testing Method.

The Offeror shall describe the proposed test method including type, size, application, and arrangement of the major equipment utilized in the Proof of Principle test. The description shall contain sufficient detail to provide FDF an understanding of the process and the confidence that the testing will provide the required data as specified in this RFP, Section C, Proof of Principle Statement of Work.

The Offeror shall provide a description of the unique physical and chemical properties of the proposed treatment process that will be used to treat Silos 1 and 2 residues. The basis for the Offeror's confidence regarding the successful treatment of Silos 1 and 2 residues shall be supported with documentation from previous projects. The effectiveness of the proposed process in treating the hazardous constituents in the

Silos 1 and 2 residues shall be explained in detail. Waste loading and bulking factors shall be clearly discussed. The Offeror's rationale shall be based on comparison of similarities and differences between the Offeror's past project experiences and the proposed Proof of Principle Testing for Silos 1 and 2 residues. Evidence shall be included that indicates the treatment method has produced a treated waste form that has met WAC for a licensed disposal facility.

The Offeror shall provide a description of the laboratory facilities that are proposed for testing of the additional formulas for surrogate treatment as described in the Statement of Work, Section C. These additional formulas are required for surrogate testing of the process demonstration formula, Silo 1 residue formula, and Silo 2 residue formula for current TCLP limits, proposed UTS limits and for waste loading factors and bulking factors. The Offeror shall provide a description of the proposed laboratory testing methods to be used for the development of additional surrogate treatment recipes as described in the Statement of Work, Section C. The Offeror's description shall include details regarding effectiveness of hazardous constituents treatment, waste loading factors, and bulking factors.

Offeror shall provide complete and detailed information that gives FDF assurance that the Proof of Principle data needs will be satisfied.

The Offeror shall provide thorough description of any unique processing and chemical challenges that are perceived to exist relative to treatment of Silos 1 and 2 residues. The Offeror shall provide thorough description of mitigators to resolve or overcome physical or chemical challenges of the proposed treatment method.

The Offeror shall provide thorough description of secondary waste streams including estimated volumes that are associated with the proposed process for treatment of Silos 1 and 2 residues. The Offeror shall provide thorough description for method of treatment of secondary waste streams.

The Offeror shall provide thorough description of processing hazards and safety issues that are perceived to be associated with the proposed process for treatment of Silos 1 and 2 residues. The Offeror shall provide thorough description for mitigation of hazards and safety issues.

C. Feasibility of Proof of Principle Testing Scale.

The Offeror's proposal for Proof of Principle Test will be reviewed to the guidelines as specified in the Statement of Work, Section C. If the Offeror's proposed test does not follow the specified guidelines, the Offeror shall provide justification and document any guideline variations.

D. Technical and Management Capability and Experience.

The Offeror shall submit resumes of the personnel that will manage and perform the testing. The resumes will be evaluated for qualifications, capabilities, similar experience, and experience with projects of this size.

E. Quality Assurance Program.

FDF QA may conduct pre-award visits to the Offeror's place of business and/or testing facility to conduct QA program reviews. FDF QA may also conduct visits to the Offeror's place of business during testing to witness testing or to collect samples.

L.11 Required Price Proposal Submittals

- A. Completed FDF Solicitation, Offer and Award Form, Form No. FS-F-4023 (09/16/94).
- B. Completed Section B. The Price is considered firm and fixed.
- C. Completed FDF Representations, Certifications and Other Statements of Bidders/Offerors, Supply/Services Estimated Greater Than \$25,000, Form No. FS-F-4107, M-52B (Rev. 7/19/95) of **Section K**.
- D. Completed Agreement to Contract Terms and Conditions/General Provisions (Attachment III of **Section K**), with any exceptions detailed and attached.
- E. Completed Organizational Conflicts of Interest Representation or Disclosure Statement, Attachment No. 1 to FDF Representations, Certifications and Other Statements of Bidders/Offerors in **Section K**, when applicable.
- F. Small Business and Small Disadvantaged Business Contracting Plan, (**Section J, Attachment 2**) when applicable.
- G. A Certificate of Insurance in accordance with the FDF General Provision entitled "**Required Insurance**," when applicable.
- H. Completed Standard Form 254, Architect-Engineer and Related Services Questionnaire and Standard Form 255, Architect-Engineer and Related Services Questionnaire for Specific Project are required if not submitted in response to the potential sources sought announcement in the *Commerce Business Daily*.

L.12 Submission of Certified Cost or Pricing Data

- A. Offerors are not required to submit certified cost or pricing data as this solicitation is expected to be awarded based on adequate price competition. After receipt of proposals, the FDF Contract Administrator may determine that adequate price competition does not exist and that certified cost or pricing data is required.
- B. If it is determined that adequate price competition does not exist, the Offeror shall provide current, complete and accurate cost or pricing data on Standard Form 1411 in accordance with Federal Acquisition Regulation (FAR) 15.804-6, unless an exemption is claimed and accepted by FDF in accordance with FAR 15.804-1. This data shall be provided within five (5) days after request. The Offeror may request an extension, but any extension must be agreed to, in writing, by the FDF Contract Administrator. A Certificate of Current Cost or Pricing, as specified in FAR 15-804-4, will be required of the successful Offeror prior to contract award.

L.13 Pre-Proposal Conference

A Pre-proposal Conference is scheduled for March 3, 1998, at 8 a.m., Cincinnati time, in The Alpha Building, Class Room A located at 10967 Hamilton Cleves Highway, Harrison, OH 45030 to discuss the requirements of this solicitation. Offerors are requested to fax the names (limited to two (2) individuals) of its personnel who plan to attend this conference to William Hensley, 513-648-3971. It is requested that questions be provided in writing in advance and faxed to William Hensley. Offerors are encouraged to attend this conference.

L.14 Facsimile Proposals

Facsimile transmissions of proposals are not authorized for this solicitation.

L.15 Submission of Proposals

Proposal Due Date: Proposals must be received on or before **March 31, 1998**, at 3 p.m., Cincinnati time. Offers and modifications thereof shall be submitted in sealed envelopes or packages. The original proposals must be signed by a representative of the Offeror authorized to legally bind the company. Envelopes or packages containing proposals shall be marked with the solicitation number, date and hour specified for receipt of offers, and the name and address of the Offeror on the outer cover in the lower right-hand corner.

Proposals to be transmitted via regular mail and United States Postal Next Day Delivery service should be addressed as follows:

Fluor Daniel Fernald
P.O. Box 538704
Cincinnati, OH 45253-8704
Attn: William Hensley, MS 52-3

Proposals to be transmitted via Federal Express or hand-carried should be addressed as follows:

Fluor Daniel Fernald
7400 Willey Road
Hamilton, OH 45013-9402
Attn: William Hensley, MS 52-3

Do not send regular mail to this address. Utilize the P.O. box address contained within this solicitation. FDF will not be held responsible for delivery of regular mail to this address. Do not submit your proposal to the FDF Construction Acquisition Department's bid box.

L.16 Failure to Submit an Offer

Recipients of this solicitation not responding with an offer should not return this solicitation, unless it

specifies otherwise. Instead, those firms not responding should advise FDF by letter or postcard why no offer is being submitted and whether the firm wishes to receive future solicitations for similar requirements. If a recipient does not submit an offer and does not notify FDF that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.17 Late Submissions, Modifications, and Withdrawals of Proposals

The following conditions will apply to late proposals, modifications of proposals, and withdrawals of proposals:

A. Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

1. Was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
2. Was sent by mail or, if authorized by the solicitation, was sent by telegram or via facsimile and it is determined by FDF that the late receipt was due solely to mishandling by FDF after receipt at the FDF installation.
3. Was sent by U. S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two (2) working days prior to the date specified for receipt of proposals. The term "working day" excludes weekends and the FDF holidays; or
4. Is the only proposal received.

B. Any modification of a proposal or quotation, except a modification resulting from FDF's request for "Best and Final" offer, is subject to the same conditions as in subparagraphs A.1, A.2, A.3, and A.4 above.

C. A modification resulting from an FDF request for "Best and Final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by FDF after receipt at the FDF installation.

D. The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by U. S. or Canadian Postal Service registered or certified mail is the U. S. or Canadian Postal Service Postmark both on the envelope or wrapper and on the original receipt from the U. S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U. S. or Canadian Postal Service on the date of mailing. Therefore, Offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

E. The only acceptable evidence to establish the time of receipt at the FDF installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained

by the installation.

F. The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U. S. Postal Service. "Postmark" has the same meaning as defined in Paragraph D of this article, excluding postmarks of the Canadian Postal Service. Therefore, offers should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

G. Notwithstanding Paragraph F above, a late modification of an otherwise successful proposal, that makes its terms more favorable to FDF, will be considered at any time it is received before award and may be accepted.

H. Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. Proposals may be also withdrawn via facsimile if the request is received at any time before award. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

L.18 Opening of Proposals

There will be no public opening of the proposals. Offerors will be advised of award as soon as possible after source selection has been made and the consent of the DOE has been received, if required.

L.19 Protests

The General Accounting Office (GAO) will not consider a protest of the award or proposed award of an agency contract except where the agency has requested in writing that the contract protest be decided by the GAO. Further, DOE has advised FDF that the DOE will not act upon any contract protest for the award resulting from the affected solicitation. Any complaints regarding award of this solicitation should be formally filed in writing with the cognizant FDF Contract Administrator.

L.20 Disclaimer

This solicitation does not commit the United States Government and/or FDF to pay for any costs incurred in the preparation and submission of a proposal or for any other costs incurred prior to the execution of the contract. This solicitation shall not be construed in any manner to be an obligation on the part of the United States Government and/or FDF to enter into a contract or any other arrangement with the Offeror.

L.21 Proprietary Rights

FDF's proprietary rights are involved in the information disclosed and requested herein. The Offeror shall not disclose either this document or the information disclosed herein, nor any part thereof, shall be reproduced or transferred to other documents, or used or disclosed to others for any other purpose other than for purposes of this proposal, except as specifically authorized in writing by FDF.

L.22 Special Notes

Sections K, L and M will be physically removed from any resultant award.

L.23 Restriction on Disclosure and Use of Data

Offerors who include in their proposals data that they do not want disclosed to the public for any purpose or used by FDF except for evaluation purposes, shall--

A. Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside FDF and the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this Offeror or Quoter as a result of--or in connection with-- the submission of this data, FDF and the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit FDF's or the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]"; and

B. Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

L. 24 Parent or Affiliate of FDF or FDF Teaming Partners

The Offeror is cautioned that if its company is the Parent, a Division, an Affiliate, or any other Fluor Daniel controlled source or FDF Teaming Partner, proposals will not be accepted or reviewed.

Note: The Teaming Partners are:

- 1) Jacobs Engineering Group
- 2) NFS - Ecotek
- 3) Fluor Daniel

(End of Section)

SECTION M

EVALUATION FACTORS FOR AWARD

M.1 Introduction

The evaluation of proposals and the selection of source(s) for award will be in accordance with the criteria set forth below. Table M-1 entitled "Evaluation Summary" outlines the criteria listed in Section M.3.C.2 below.

M.2 Best and Final Offers

A. Offerors are cautioned to review carefully all terms and conditions and specifications of this solicitation prior to the submission of proposals. FDF may award this solicitation without discussion of proposals received.

B. Discussions may be held at the sole discretion of FDF. A complete understanding of technical requirements and all other terms and conditions of the proposed contract shall exist between the Offeror and FDF at the conclusion of any such discussions. Best and Final Offers (BAFOs) will be requested upon the completion of discussions.

C. Offerors may not submit any new or revised terms or conditions in their BAFO responses that have not been fully disclosed, discussed, and understood during discussions. Any such revisions must be substantiated and must be able to be traced back to the original proposal. Any revisions or nonconcurrence to negotiated agreement terms and conditions submitted in the BAFO may be a basis for the rejection of the Offeror's BAFO response.

M.3 Basis for Award

A. Selection will be made on the basis of an integrated assessment of each Offeror's proposal received in response to this solicitation and on FDF's review of each Offeror's capabilities. Award(s) will be made to the responsible offeror(s) whose offer conforming to the solicitation would be most advantageous to FDF, considering price and technical merit. The specific technology families are vitrification by a joule-heated technology, vitrification by a non-joule heated technology, stabilization by a cement-based technology, and stabilization by another chemical-based technology. FDF reserves the right to make any number of awards or not to make any awards under this solicitation.

B. Price evaluation criteria will be used to evaluate the price proposals submitted to FDF for this solicitation. Price will consist of 30% percent of the total evaluation criteria for award.

1. The specified price provided by an Offeror for Section B, Item B.2, Price, will be used for price evaluation purposes.

2. Should an Offeror propose the requested item(s) in different quantities than those presented in this

solicitation, then the Offeror should notify the responsible FDF Contract Administrator under separate cover. All Offerors shall propose only the unit of measure specified in Section B, Item B.2, to be found responsive.

C. Technical evaluation criteria will be used to evaluate the proposals submitted to FDF for this solicitation. Seventy percent (70%) of the total evaluation criteria will be based on technical merit.

1. Initial Pass/Fail Criteria

The Offeror's proposal will be initially evaluated against a set of pass/fail criteria that represent the minimum requirements an Offeror shall satisfy. Any proposal that does not meet all of the pass/fail criteria will be determined to be nonresponsive and will not be considered further. The Offeror must provide information to support the following pass/fail criteria:

a. Criterion 1 - Safety Record - EMR

To be considered responsive, the Offeror shall possess a suitable safety record and recent safety performance. This shall be demonstrated by providing FDF with evidence of a safe construction performance as demonstrated by current workers compensation insurance Experience Modification Rate (EMR) of less than or equal to 1.05; or the trend for the past three years is downward and none of the past three years had an EMR greater than 1.25.

b. Criterion 2 - Proof of Principle Testing Analytical Support Facility

To be considered responsive, the Offeror shall use an FDF approved laboratory as specified in the Statement of Work, Section C and List of Attachments, Section J.

c. Criterion 3 - Proposed Schedule of Proof of Principle Activities

To be considered responsive, the Offeror's proposed schedule (Section C, Table C7-1, Proof of Principle Key Milestones) for Proof of Principle activities shall be completed and address all FDF project milestones and deliverables as specified in the Statement of Work, Section C.

d. Criterion 4 - Proposed Technology Performed on a Full-Scale Basis

To be considered responsive, the Offeror must have successfully performed the proposed technology on a full-scale basis for low-level radiological, mixed low -level, or hazardous waste. Full-scale basis is defined as a process/facility that supported the remediation of waste beyond the research and development stage, and was utilized in a commercial or government application.

2. Technical Evaluation Criteria

All proposals that satisfy the pass/fail criteria will be evaluated for technical merit. Although the Proof of Principle Testing will be executed using surrogate material, the ultimate goal of the testing process is to obtain technical information that relates to the final and complete treatment of the actual Silos 1 and 2 residues. Therefore, FDF will also be considering the technical basis and applicability of the proposed treatment method to treatment of the actual Silos 1 and 2 residues as well as the surrogate material. In order to be considered responsive and receive the maximum technical score, the Offeror is cautioned to fully address all technical criteria in a comprehensive and professional manner. The technical evaluation criteria is listed in descending order of importance.

a. Criterion 1 - Relevant Experience and Performance

The Offeror shall provide demonstrated corporate remediation experience as follows:

- Proposed waste stabilization method has been utilized to successfully treat low-level radiological, mixed waste, or hazardous waste that was reasonably similar to Silos 1 and 2 residues.
- The treated waste form must have satisfied applicable treatment standards and other criteria for disposal.
- At least one (1) project was performed within the last five (5) years with a project duration of one (1) year or more.

b. Criterion 2 - Feasibility of Proof of Principle Testing Method

The Offeror's description of the Proof of Principle testing method and related activities as presented in the proposal will be reviewed based on the following specific areas:

- Complete and thorough physical description of Proof of Principle treatment process and testing method.
- Complete and thorough description of the performance of the proposed treatment during process demonstration.
- Complete and thorough description of test facilities and methods for development and testing of surrogate treatment recipes.
- Complete and thorough description of method for satisfying Proof of Principle data needs.
- Complete and thorough description of process challenges and how they will be addressed.
- Complete and thorough description of secondary waste streams, including volumes and proposed treatment method.
- Complete and thorough description of hazards and process safety relative to treatment of Silos 1 and 2 residues.
- Complete and thorough description of the proposed sampling frequency, the proposed analytical tests, and the rationale supporting the approach.

c. Criterion 3 - Feasibility of Proof of Principle Testing Scale

The Offeror's Proof of Principle testing scale shall provide sufficient detail to establish technical feasibility that the test can be operated at a production rate that supports scale-up and completion of treatment of the Silos 1 and 2 residues in approximately 36 months. The Offeror's description of the Proof of Principle Testing shall identify optimal waste loading and the process ability of the waste stream.

d. Criterion 4 - Technical and Management Capability and Experience

The Offeror's key personnel for Proof of Principle testing and management will be evaluated to ensure that the offeror has the required capability and experience.

e. Criterion 5 - Description of Quality Assurance Program

The Offeror's QA program will be evaluated to ensure it contains all applicable attributes. Evidence of an active QA program shall be included in the Offeror's proposal (e.g., nonconformance reports, surveillances, findings).

D. Multiple awards within a specific technology will not be awarded; however, multiple awards are anticipated for fundamentally different technologies. Qualified Offerors who choose to submit a proposal for more than one of the fundamentally different technology families identified in Section M.3.A, must submit a complete and separate proposal for each technology family.

Table M-1

Evaluation Summary

Criterion 1 - Relevant Experience and Performance

- Treated one of the Following Waste Streams and met Criteria for Disposal at an Approved Licensed Disposal Facility:
- Low-Level Radiological Waste, OR
- Mixed Waste, OR
- Hazardous Waste
- Relevant and Applicable to Silos 1 and 2 Residues with emphasis on treating wastes containing lead and/or barium.
- The process must produce a waste form that is acceptable for final disposal.
- Minimum One (1) Remediation Project Within Last Five (5) Years that had a Duration of One (1) Year or More

- Physical Description of Proof of Principle Treatment Process & Testing Method
- Equipment Type, Size, Application, and Arrangement
- Detail Provided to Support Understanding and Confidence in Testing
- Description of How the Proposed Treatment Process Performs for Proof of Principle Testing
- Physical and Chemical Properties of Treatment Process
- Basis for Confidence of Successful Treatment
- Effectiveness of Hazardous Constituents Treatment
- Waste Loading and Bulking Factors
- Rationale Based on Project Experience
- Test Facilities and Methods for Development Testing of Surrogate Treatment Recipes
- As specified in Statement of Work, Section C
- Effectiveness of Hazardous Constituents Treatment
- Waste Loading/Bulking Factors
- Description of Method for Satisfying Proof of Principle Data Needs
- Description of Processing Challenges and How They will be Addressed
- Thorough Description of Processing and Chemical Challenges
- Thorough Description of Proposed Mitigators for Challenges
- Description of Secondary Waste Streams, Including Volumes and Proposed Treatment Method
- Thorough Description of Secondary Waste Streams
- Thorough Description of Method of Treatment for Secondary Waste Streams
- Description of Hazards and Process Safety
- Thorough Description of Hazards and Process Safety Issues
- Thorough Description of Mitigation of Hazards and Safety Issues
- Thorough Description of Proposed Sampling Frequency and Analytical Tests

Criterion 3 - Feasibility of Proof of Principle Testing Scale

- Proof of Principle Testing Production Rate
- Supports Scale-Up
- Relative to Processing of Silos 1 and 2 Residues in 36 Months
- Allows Balance Between Optimal Waste Loading and Process ability of Waste Stream
- Testing Criteria Relative to Testing Scale as Specified in the Statement of Work, Section C.

Criterion 4 - Technical and Management Capability and Experience

- Management Organization
- Resumes
- Qualifications
- Capabilities
- Similar Past Experience
- Experience with Projects of Similar Size

Criterion 5 - Description of Quality Assurance Program

- Thorough Description of Quality Assurance Program for Proof of Principle Testing
- Evidence of Active Use (NCRs, Surveillances, Findings, etc.).

(End of Section)

Fluor Daniel Fernald Buyer

For more information, please contact [William Hensley](#), 513-648-4478.

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*Send mail to FE-ACQmaster@fernald.gov with questions or comments about this web site.
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